AF/3625

TRANSMITTAL FORM

(to be used for all correspondence after initial filing)

Application No.	09/328,983
Filing Date	June 9, 1999
First Named Inventor	Anders Richard Wallgren
Art Unit	3625
Examiner Name	Garg, Yogesh C.

Total Number of Pages in This Submission	57	Attorney Docket Number	5676P009

ENCLOSURES *(check all that apply)*

- [x] Fee Transmittal Form
  - [x] Fee Attached
- [ ] Amendment / Response
  - [ ] After Final
  - [ ] Affidavits/declaration(s)
- [ ] Extension of Time Request
- [ ] Express Abandonment Request
- [ ] Information Disclosure Statement
  - [ ] PTO/SB/08
- [ ] Certified Copy of Priority Document(s)
- [ ] Response to Missing Parts/ Incomplete Application
  - [ ] Basic Filing Fee
  - [ ] Declaration/POA
  - [ ] Response to Missing Parts under 37 CFR 1.52 or 1.53

- [ ] Drawing(s)
- [ ] Licensing-related Papers
- [ ] Petition
- [ ] Petition to Convert a Provisional Application
- [ ] Power of Attorney, Revocation Change of Correspondence Address
- [ ] Terminal Disclaimer
- [ ] Request for Refund
- [ ] CD, Number of CD(s)

- [ ] After Allowance Communication to Group
- [ ] Appeal Communication to Board of Appeals and Interferences
- [ ] Appeal Communication to Group (Appeal Notice, Brief, Reply Brief)
- [ ] Proprietary Information
- [ ] Status Letter
- [x] Other Enclosure(s) *(please identify below):*

Appeal Brief & 2 Copies (18 pages each)

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Remarks

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Firm or Individual name	Elena B. Dreszer, Reg. No. P-55,128 BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN LLP
Signature	
Date	02-02-04

CERTIFICATE OF MAILING/TRANSMISSION

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Typed or printed name	Carrie Boccaccini		
Signature		Date	February 2, 2004

FEE TRANSMITTAL
for FY 2003

Effective 01/01/2003. Patent fees are subject to annual revision.

☐ Applicant claims small entity status. See 37 CFR 1.27.

TOTAL AMOUNT OF PAYMENT	($)	330.00

Complete if Known

Application Number	09/328,983
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Group/Art Unit	3625
Attorney Docket No.	5676P009

METHOD OF PAYMENT *(check all that apply)*

☒ Check ☐ Credit card ☐ Money Order ☐ Other ☐ None
☐ Deposit Account

Deposit Account Number	02-2666
Deposit Account Name	Blakely, Sokoloff, Taylor & Zafman LLP

The Commissioner is authorized to: *(check all that apply)*

☐ Charge fee(s) indicated below ☒ Credit any overpayments
☒ Charge any additional fee(s) required under 37 CFR §§ 1.16, 1.17, 1.18 and 1.20.
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FEE CALCULATION

1. BASIC FILING FEE

Large Entity		Small Entity			
Fee Code	Fee ($)	Fee Code	Fee ($)	Fee Description	Fee Paid
1001	770	2001	385	Utility filing fee	
1002	340	2002	170	Design filing fee	
1003	530	2003	265	Plant filing fee	
1004	770	2004	385	Reissue filing fee	
1005	160	2005	80	Provisional filing fee	

SUBTOTAL (1) ($)

2. EXTRA CLAIM FEES

	Extra Claims	Fee from below	Fee Paid
Total Claims	- 22** =	X =	
Independent Claims	5 =	X =	
Multiple Dependent		=	

Large Entity		Small Entity			
Fee Code	Fee ($)	Fee Code	Fee ($)	Fee Description	
1202	18	2202	9	Claims in excess of 20	
1201	86	2201	43	Independent claims in excess of 3	
1203	290	2203	145	Multiple Dependent claim, if not paid	
1204	86	2204	43	**Reissue independent claims over original patent	
1205	18	2205	9	**Reissue claims in excess of 20 and over original patent	

SUBTOTAL (2) ($)

**or number previously paid, if greater, For Reissues, see below

FEE CALCULATION (continued)

3. ADDITIONAL FEES

Large Entity		Small Entity			
Fee Code	Fee ($)	Fee Code	Fee ($)	Fee Description	Fee Paid
1051	130	2051	65	Surcharge - late filing fee or oath	
1052	50	2052	25	Surcharge - late provisional filing fee or cover sheet.	
2053	130	2053	130	Non-English specification	
1812	2,520	1812	2,520	For filing a request for *ex parte* reexamination	
1804	920*	1804	920*	Requesting publication of SIR prior to Examiner action	
1805	1,840*	1805	1,840*	Requesting publication of SIR after Examiner action	
1251	110	2251	55	Extension for reply within first month	
1252	420	2252	210	Extension for reply within second month	
1253	950	2253	475	Extension for reply within third month	
1254	1,480	2254	740	Extension for reply within fourth month	
1255	1,210	2255	605	Extension for reply within fifth month	
1404	330	2401	165	Notice of Appeal	
1402	330	2402	165	Filing a brief in support of an appeal	330.00
1403	290	2403	145	Request for oral hearing	
1451	1,510	2451	1,510	Petition to institute a public use proceeding	
1452	110	2452	55	Petition to revive - unavoidable	
1453	1,330	2453	665	Petition to revive - unintentional	
1501	1,330	2501	665	Utility issue fee (or reissue)	
1502	480	2502	240	Design issue fee	
1503	640	2503	320	Plant issue fee	
1460	130	2460	130	Petitions to the Commissioner	
1807	50	1807	50	Processing fee under 37 CFR 1.17(q)	
1806	180	1806	180	Submission of Information Disclosure Stmt	
8021	40	8021	40	Recording each patent assignment per property (times number of properties)	
1809	770	1809	385	Filing a submission after final rejection (37 CFR § 1.129(a))	
1810	770	2810	385	For each additional invention to be examined (37 CFR § 1.129(b))	
1801	770	2801	385	Request for Continued Examination (RCE)	
1802	900	1802	900	Request for expedited examination of a design application	

Other fee (specify)

* Reduced by Basic Filing Fee Paid

SUBTOTAL (3) ($) 330.00

SUBMITTED BY

Complete (if applicable)

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Signature				Date	02-02-04

Based on PTO/SB/17 (08-03) as modified by Blakely, Solokoff, Taylor & Zafman (wlr) 08/11/2003.
SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450

#17/appeal Brief
S. Ellis
2-12-04

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Application No.:   09/328,983

Applicant: Anders R. Wallgren, et al.

Filed: June 9, 1999
TC/A.U.   3625
Examiner: Yogesh C. Garg

Docket No.:   5676P009
Customer No.:   08791

Confirmation No.: 7582

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Alexandria, VA 22313-1450.

APPEAL BRIEF
IN SUPPORT OF APPELLANTS' APPEAL
TO THE BOARD OF PATENT APPEALS AND INTERFERENCES

Sir:

This Brief is submitted in triplicate in support of this appeal from a final decision of the

Examiner, mailed September 2, 2003. Consideration of this appeal by the Board of Patent

Appeals and Interferences for allowance of the above-captioned patent application is respectfully

requested.

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TABLE OF CONTENTS

I. REAL PARTY IN INTEREST

The real party in interest is Electronics For Imaging, Inc., a Delaware corporation having

a place of business at 303 Velocity Way, Foster City, CA 94404.

II. RELATED APPEALS AND INTERFERENCES

Appellant is not aware of any related appeals or interferences.

III. STATUS OF CLAIMS

Claims 1-22 are currently pending, have been finally rejected and are the subject of this

appeal.

IV. STATUS OF AMENDMENTS

There are no currently pending amendments.

V. SUMMARY

A. Summary of Invention

The present invention addresses a need for an electronic commerce model capable of

being utilized by even small consumers to communicate their custom manufacturing needs

globally to potential vendors/service providers. Specification, p. 4, ll.17-19. A series of iterative

customer submissions and vendor responses are used to collect sufficient information concerning

a custom manufacturing project so as to produce a sufficiently constrained job request as to allow

at least one of the vendors to submit a quote for the project. The submissions and responses are

preferably made through Web forms and, in one example, the custom manufacturing project is a

print job. The collection process is preferably computer assisted so as to incrementally add

constraints to an initially under-constrained job request to produce the sufficiently constrained job

request. Abstract.

To facilitate the above, a computer-based service is configured to allow a customer and one or more vendors to interact with one another in defining a task description for a custom manufacturing project by permitting the customer to specify, in an initially under constrained fashion, the task description and further permitting the vendors and the customer to successively develop the task description to a fully constrained form (e.g., including payment and delivery terms) through an iterative process in which one or more constraints on the task description are added, removed and/or modified during each iteration. The customer is preferably permitted to vary information regarding the task description on a vendor-by-vendor basis. Specification, p. 5, ll. 10 - 18.

Claims 1 and 15 are presented below with elements read on the figures of the drawings as suggested in MPEP 1206.

> 1.   A computer-based method, comprising comparing a plurality of vendor specific instances of an electronic print job request object within a combined view (Fig. 3, reply A, reply B, reply C), each vendor specific instance of the print job request object to represent a relationship between a customer and one of a plurality of vendors to perform a print job project (Fig. 4, 78), each vendor specific instance of the print job request object defined through a series of iterative customer submissions and vendor responses (Fig. 3, adjust request, revise estimates, formulate additional constraints) to allow the customer to select one of the plurality of vendors to perform the print job project (Fig. 3, pick winner).

> 15.   A Web server having one or more user interfaces (Fig. 2, 60) to allow a customer and a plurality of vendors to view one or more vendor specific instances of an electronic print request object (Fig. 2, 58) for a print job project within a combined view, the user interfaces configured to allow the customer and the vendors to connect with the web server (Fig. 2, 52) permitting the customer to compare, in an initially under-constrained fashion (Fig. 3, submit job request), each vendor specific instance of the print job request object and further permitting the vendors and the customer to successively develop each request object to a fully-constrained form through an iterative process in which one or more constraints on the vendor specific instances of the print job request object are added, removed and/or modified during each iteration (Fig. 3, adjust request, revise estimates, formulate additional constraints).

As stated in MPEP 1206, the claims are not to be limited to this embodiment by such reading.

B. Summary of Rejections

1.   Claims 1-12 and 14-22 stand rejected under 35 U.S.C. § 103(a) as being unpatentable

over U.S. Patent No. 6,295,513 B1 of Thackston ("Thackston") in view of U.S. Patent No. 5,970,471 of Hill ("Hill"), and further in view of U.S. Patent No. 5,826,244 of Huberman ("Huberman").

2.   Claim 13 is rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 6,295,513 B1 of Thackston ("Thackston") in view of U.S. Patent No. 5,970,471 of Hill ("Hill"), in view of U.S. Patent No. 5,826,244 of Huberman ("Huberman"), and further in view of U.S. Patent No. 5,930,810 of Farros et.al ("Farros").

Summary of the References

Thackston is directed at system and method for undertaking an engineering design and development effort in a virtual collaborative environment, identifying qualified fabricators for manufacturing a part based on fabricator capability information stored in a global registry database substantially maintained by the fabricators themselves, and conducting a virtual bidding process whereby electronic representations of three dimensional model and specification data are provided by a central server. (Thackston, Abstract.)

Huberman is directed at a brokered auction in which a customer who needs a particular document services job done can provide a request for these services to a broker. Suppliers can bid competitively on the request by submitting bids to the broker, who auctions the job off to the lowest bidder. (Huberman, 3:52-58.)

Hill is directed at an apparatus and method for presenting a plurality of product images for review by a user on a computer. The method includes the steps of displaying a plurality of product images on the display, providing product image review boxes on the display for a side-by-side comparison of selected product images, receiving a user input selecting a product image from the plurality of product images displayed on the display, and displaying the selected product image in one of the review boxes for a side-by-side comparison with at least one other selected product image. (Hill, Abstract.)

Farros is directed at a printing system to enable creation of a variety of printed products. The printing system contains a variety of definitions of products in its storage, which may be selected and modified by a user. The user may alter a plurality of aspects of the selected product including the layout of the

product, the graphics of the product and different aspects of the textual information to be printed on the product to personalize the product. Upon completion of personalization of the product, the printing system provides the user with a plurality of order and transmission options which allow certain products to be printed locally, and which allows certain products to be printed by a remotely located printing facility. (Farros, Abstract.)

VI.   ISSUES

A. Whether the Thackston reference, on its face, is eligible prior art against the present application?

B. Whether the references relied upon in the Office Action were properly combined to substantiate the 35 U.S.C. 103 rejection of claims 1-22?

    1. Whether there is a suggestion or motivation to combine Thackston and Huberman, directed at providing a mechanism to collect bids from different vendors for a pre-defined job, with Hill, directed at providing a virtual product catalog to the customer, to substantiate the 35 U.S.C. 103 rejection of claims 1-12 and 14-22?

    2. Whether there is a suggestion or motivation to combine Thackston and Huberman, directed at providing a mechanism to collect bids from different vendors for a pre-defined job, with Farros, directed at enabling a customer to define a product provided by a particular vendor, to substantiate the 35 U.S.C. 103 rejection of claim 13?

C. Whether the 35 U.S.C. 103 rejection of claims 1-22 is erroneous, because the feature of iterative customer submissions and vendor responses is not inherent in negotiation process disclosed in Thackston?

D. Whether the 35 U.S.C. 103 rejection of claims 5-11 and 15-20 is erroneous, because Thackston/Huberman/Hill combination does not disclose the feature where "one or more constraints on one of the vendor specific instances of the print job request object are added, removed and/or modified during each iteration", as required by claims 5-11 and 15-20?

E. Whether the 35 U.S.C. 103 rejection of claim 13 is erroneous, because the Thackston/ Huberman/ Hill/Farros combination does not disclose "a different pricing structure for each vendor based on ... covers", as required by claim 13?

VII.   GROUPING OF CLAIMS

For the purposes of this appeal, claims 1-4, 12, and 21-22 stand or fall together.

Claims 5-11 and 15-20 stand or fall together, but are separately patentable from the remaining claims, because claims 5-11 and 15-20 include the feature of "one or more constraints on one of the vendor specific instances of the print job request object are added, removed and/or modified during each iteration", which is not present in the remaining claims and not disclosed in the references relied on to reject the remaining claims.

Claim 13 is separately patentable from the remaining claims, because claim 13 recites the feature of "a different pricing structure for each vendor based on ... covers", which is not present in the remaining claims and not disclosed in the references relied on to reject the remaining claims.

VIII.   ARGUMENT

A.   *The 35 U.S.C. 103(a) rejection of claims 1-22 was erroneous, because the Thackston reference, on its face, is not eligible prior art against the present application*

All of the present rejections rely on the disclosure in Thackston. However, the Thackston reference has a filing date of October 1, 1999, which is after the filing date of the present application (June 9, 1999). Thus, the Thackston reference (on its face) is not eligible prior art against the present application and so the present rejections should be removed.

To the extent the Examiner is relying on disclosure that was contained in one or more of the parent application of Thackston (Appln. nos. 09/270,007 and 09/311,150), which have filing dates earlier

than that of the present application, the Office Action has not established that the material being cited in support of the present rejection is entitled to one or more of those earlier fling dates. Without setting forth such evidence (either by providing copies of the parent applications or by suitable declaration), the Office Action has failed to establish a prima facie case of obviousness and, consequently, the rejections should be removed.

B. *The 35 U.S.C. 103(a) rejection of claims 1-22 was erroneous, because the references relied upon in the Office Action were improperly combined*

To establish a prima facie case of obviousness, three basic criteria must be met. First, there must be some suggestion or motivation, either in the references themselves or in the knowledge generally available to one of ordinary skill in the art, to modify the reference or to combine reference teachings. Second, there must be a reasonable expectation of success. Finally, the prior art reference (or references when combined) must teach or suggest all the claim limitations. The teaching or suggestion to make the claimed combination and the reasonable expectation of success must both be found in the prior art, and not based on the applicant's disclosure. *In re Vaeck*, 947 F.2d 488, 20 USPQ2d 1438 (Fed. Cir. 1991).

1.   **The 35 U.S.C. 103 rejection of claims 1-12 and 14-22 is erroneous, because there is no suggestion or motivation to combine Thackston and Huberman, directed at providing a mechanism to collect bids from different vendors for a pre-defined job, with Hill, directed at providing a virtual product catalog to the customer**

Even if the Thackston reference is properly considered prior art to the present application, there is no suggestion/motivation to combine Thackston and Huberman with Hill. Thackston and Huberman are directed at providing a mechanism to collect bids from different vendors for a pre-defined job (Thackston, 4:29-34, Huberman, 3:52-58). Hill, on the other hand, is directed at solving a product merchandising problem by providing a virtual product catalog to the customer (Hill, 1:10-20). The product merchandising problem addressed by Hill is distinct and unrelated to providing a mechanism to collect bids from different vendors for a pre-defined job of Thackston and Huberman (Thackston, 4:29-34, Huberman, 3:52-58). Thus, there is no suggestion or motivation to combine Thackston and Huberman, with Hill.

2.   **There is no suggestion or motivation to combine Thackston and Huberman, directed at providing a mechanism to collect bids from different vendors for a**

pre-defined job, with Farros, directed at enabling a customer to define a product provided by a particular vendor to substantiate the 35 U.S.C. 103 rejection of claim 13

There is no suggestion or motivation to combine Thackston and Huberman with Farros. Thackston and Huberman are directed at providing a mechanism to collect bids from different vendors for a pre-defined job (Thackston, 4:29-34, Huberman, 3:52-58). Farros, on the other hand is directed at enabling a customer to define a product provided by a particular vendor by choosing a category of a product along with selecting a desired layout (Farros: 9:23-32), without having an opportunity to receive a bid from any other vendor. Because Farros is directed at a distinct and unrelated objective from Thackston and Huberman, there is no suggestion or motivation to combine Thackston and Huberman with Farros.

C. *The 35 U.S.C. 103 rejection of claims 1-22 is erroneous because the feature of iterative customer submissions and vendor responses, recited in claims 1-22, is not inherent in the negotiation process disclosed in Thackston*

The Office Action relies on Thackston to teach "comparing a plurality of vendor specific instances of an electronic print job request object ... , each vendor specific instance of the print job request object to represent a relationship between a customer and one of a plurality of vendors to perform a print job project, each vendor specific instance of the print job request object defined through a series of iterative customer submissions and vendor responses to allow the customer to select one of the plurality of vendors to perform the print job project" as recited in claim 1.

The Final Office Action invokes the doctrine of inherency to show that Thackston discloses the feature of "iterative customer submissions and vendor responses" recited in claim 1. (Final Office Action, p. 3.) "To establish inherency, the extrinsic evidence 'must make clear that the missing descriptive matter is necessarily present in the thing described in the reference, and that it would be so recognized by persons of ordinary skill. Inherency, however, may not be established by probabilities or possibilities. The mere fact that a certain thing may result from a given set of circumstances is not sufficient.' " In re Robertson, 169 F.3d 743, 745, 49 USPQ2d 1949, 1950-51 (Fed. Cir. 1999) (citations omitted).

Although Thackston discloses a "server system configured to allow business transactions pertaining

to the engineering development effort to be carried out in the virtual environment, such as negotiations, contracting and funds transfer" (Thackston, 13:1-5), the feature of "iterative customer submissions and vendor responses" recited in claim 1 is not necessarily present in "negotiations, contracting and funds transfer" described in Thackston. For example, the "negotiations" disclosed in Thackston (Thackston, 13:1-5) may include 1) the original submission by a prime contractor to a supplier, 2) allowing a supplier to add terms to the original submission, the terms selected from a database of standard terms and conditions (Thackston, 25: 39-40) and 3) provide a bid based on the added terms rather than on original submission. At this point the prime contractor may accept or reject the bid without making another submission. By the same token, the supplier may be unable to provide another bid or continue negotiations in any other manner. This example illustrates that the process of negotiation may take place in Thackston when a prime contractor makes a single submission, a supplier adds a new term and provides a bid in a single response, and the contractor accepts or rejects the bid without making another submission. Because only a single customer submission and a single vendor response is necessary in Thackston, the feature of "iterative customer submissions and vendor responses" recited in claim 1 is not necessarily present in Thackston, and therefore it is not inherent in Thackston.

Huberman discloses the provision of document services by suppliers, such as professional print shops or publishers or in-house corporate or government document services departments, to customers, such as individuals, companies, or corporate or government departments (Huberman, 3: 40-45). Hill discloses presenting of product images for review by a user on a computer (Hill, Abstract). Neither Huberman nor Hill disclose the features as recited in claim 1. Therefore, claim 1 and its dependent claims 2-4 are allowable in view of Thackston, whether considered separately or in combination with Huberman and Hill.

Claims 5 and 15 include the feature of "an iterative process in which one or more constraints on one of the vendor specific instances of the print job request object are added, removed and/or modified during each iteration". Claim 12 includes the feature of "an iterative process in which a customer and a plurality of vendors successively define criteria for completing a print job project task ". Claim 21 includes the feature of "iterative customer submissions and vendor responses ". Because claims 5, 12, 15, and 21 have features similar to those recited in claim 1, claims 5, 12, 15, and 21 and their dependent claims 6-11, 13-14, 14-20, and 22 are allowable for at least the reasons articulated with respect to claim 1.

D. *The 35 U.S.C. 103 rejection of claims 5-11 and 15-20 is erroneous because the Thackston/Huberman/Hill combination fails to disclose the feature of claims 5-11 and 15-20,*

where "one or more constraints on one of the vendor specific instances of the print job request object are added, removed and/or modified during each iteration"

In addition to the arguments articulated with respect to claim 1, Thackston fails to disclose "permitting the customer to compare ... , in an initially under-constrained fashion, each vendor specific instance of the print job request object and further permitting the vendors and the customer to successively develop each vendor specific instance of the print job request object to a fully-constrained form through an iterative process in which one or more constraints on one of the vendor specific instances of the print job request object are added, removed and/or modified during each iteration" as required by claim 5. The Office Action failed to specifically address the element of claim 5, where "one or more constraints on one of the vendor specific instances of the print job request object are added, removed and/or modified during each iteration". Although Thackston discloses that suppliers may use contract "templates" as a starting point for creating an agreement (Thackston, 13:11-14), there is no indication in Thackston that the constraints initially present in a template may be "removed and/or modified" as required by claim 5. Thus, the reference relied on by the Office Action does not disclose each and every element of claim 5.

Huberman discloses the provision of document services by suppliers, such as professional print shops or publishers or in-house corporate or government document services departments, to customers, such as individuals, companies, or corporate or government departments (Huberman, 3: 40-45). Hill discloses presenting of product images for review by a user on a computer (Hill, Abstract). Neither Huberman nor Hill disclose the features as recited in claim 5. Therefore, claim 5 and its dependent claims 6-11 are allowable in view of Thackston, whether considered separately or in combination with Huberman and Hill.

E. *The 35 U.S.C. 103 rejection of claim 13 is erroneous, because the Thackston/ Huberman/ Hill/Farros combination fails to disclose "a different pricing structure for each vendor based on ... covers", as required by claim 13*

Neither Thackston, nor Huberman, nor Hill, nor Farros teach a "vendor specific instance of a print job request object, the print job request object comprising a different pricing structure for each vendor based on at least bindings, covers, and delivery schedules" as required by claim 13.

The Office Action admits that the Thackston/Huberman/Hill combination does not disclose "covers" as a characteristic to have different pricing structure from different vendors and relies on Farros to teach "a different pricing structure for each vendor based on ... covers" as

required by claim 13. Farros is directed at enabling creation of a variety of printed products (Farros, Abstract). A user may choose a category of product (e.g., business cards), and then choose and modify a layout within the category (Farros, 9:23-32). Each layout (or a form) is described in a separate format definition file (FDF) (Farros, 9:23-32). Although Farros discloses that a layout may include components that represent "faces" of the form such as cover, inside, and back cover (Farros, 9:33-47), there is no indication in Farros that the pricing structure may be based on cover. There is nothing in Farros to suggest that the pricing structure for a service is not determined solely on the basis of the category of product without taking into consideration the "face of the form such as cover". This is in stark contrast with "a different pricing structure for each vendor based on ... covers" as required by claim 13.

Because not every element of claim 13 is present in the cited references, claim 13 is patentable and should be allowed.

IX. CONCLUSION

For the foregoing reasons, Appellants respectfully request reversal of the Examiner's rejections as set forth in the Final Office Action and request that the Board direct allowance of claims 1-22. If there are any additional charges, please charge Deposit Account No. 02-2666.

Respectfully submitted,

BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN LLP

Date: __02-02__, 2004

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APPENDIX A
(37 C.F.R. § 1.192 (c)(9))

The claims on appeal read as follows:

1.   (Previously Presented) A computer-based method, comprising comparing a plurality of

vendor specific instances of an electronic print job request object within a combined view, each

vendor specific instance of the print job request object to represent a relationship between a

customer and one of a plurality of vendors to perform a print job project, each vendor specific

instance of the print job request object defined through a series of iterative customer submissions

and vendor responses to allow the customer to select one of the plurality of vendors to perform

the print job project.

2.   (Previously Presented) The computer-based method of claim 1 wherein the customer

compares the plurality of vendor specific instances of the print job request object via a web

interface.

3.   (Previously Presented) The computer-based method of claim 1 wherein the vendor

responses being based on the customer submissions and the print job.

4.   (Previously Presented) The computer-based method of claim 1 wherein comparing

comprises incrementally adding constraints to each initially under-constrained vendor specific

instance of the print job request object to produce a sufficiently-constrained vendor specific

instance of the print job request object.

5.   (Previously Presented) A computer system configured to allow a customer and a plurality

of vendors to interact with one another in defining a plurality of vendor specific instances of an

electronic print job request object for a print job project by permitting the customer to compare within a combined view, in an initially under-constrained fashion, each vendor specific instance of the print job request object and further permitting the vendors and the customer to successively develop each vendor specific instance of the print job request object to a fully-constrained form through an iterative process in which one or more constraints on one of the vendor specific instances of the print job request object are added, removed and/or modified during each iteration.

6.   (Previously Presented) The computer system of claim 5 wherein the customer is further permitted to vary information regarding each of the vendor specific instances of the electronic print job request object on a vendor-by-vendor basis.

7.   (Previously Presented) The computer system of claim 5 wherein the fully-constrained form of at least one of the vendor specific instances of the electronic print job request object represents a binding contractual obligation between the customer and at least one of the plurality of vendors.

8.   (Previously Presented) The computer system of claim 5 wherein the customer and the vendors interact through a series of notification messages transmitted via a Web server.

9.   (Previously Presented) The computer system of claim 8 wherein the Web server is configured to store each vendor-specific instance of the print job request object, each accessible by the customer.

10.   (Previously Presented) The computer system of claim 9 wherein the Web server is further configured to provide vendor-specific views of each of the initially under-constrained print job request objects specified by the customer.

11.   (Previously Presented) The computer system of claim 10 wherein the Web server is further configured to provide a customer-oriented view of multiple ones of the vendor-specific instances of the print job request object upon request.

12.   (Previously Presented) A computer-based vendor specific instance of an electronic print job request object, comprising a set of constraints arrived at through an iterative process in which a customer and a plurality of vendors successively define criteria for completing a print job project task defined by the print job request object, the criteria including payment and delivery terms sufficient to support a binding contractual obligation.

13.   (Previously Presented) The computer-based vendor specific instance of the electronic print job request object of claim 12 wherein the print job project comprises a different pricing structure for each vendor based on at least bindings, covers, and delivery schedules.

14.   (Previously Presented) The computer-based vendor specific instance of the print job request object of claim 12 wherein the vendor defined criteria is based on the customer defined criteria and the print job project.

15.   (Previously Presented) A Web server having one or more user interfaces to allow a customer and a plurality of vendors to view one or more vendor specific instances of an electronic print request object for a print job project within a combined view, the user interfaces configured to allow the customer and the vendors to connect with the web server permitting the customer to compare, in an initially under-constrained fashion, each vendor specific instance of the print job request object and further permitting the vendors and the customer to successively develop each request object to a fully-constrained form through an iterative process in which one or more

constraints on the vendor specific instances of the print job request object are added, removed and/or modified during each iteration.

16. (Previously Presented) The Web server of claim 15 wherein the customer and the vendors are permitted to add, remove and/or modify the vendor specific instances of the print job request object through the use of Web forms interacting with the web server.

17. (Previously Presented) The Web server of claim 16 further comprising a notification engine configured within the web server, the notification engine to provide notification messages to the customer and the vendors, as appropriate, upon an indication that at least one of the vendor specific instances of the print job request object has been modified in some way.

18. (Previously Presented) The Web server of claim 17 wherein the user interfaces further comprise one or more vendor-specific interfaces through which vendor-specific ones of the instances of the print job request object are provided to the vendors.

19. (Previously Presented) The Web server of claim 18 wherein the user interfaces further comprise a customer interface through which a common customer view of one or more of the vendor-specific instances of the print job request object are provided.

20. (Previously Presented) The Web server of claim 19 wherein the customer interface is configured to allow the comparison of the one or more vendor-specific instances of the request object.

21. (Previously Presented) A method of comparing proposals from a plurality of vendors comprising:

defining, through a series of iterative customer submissions and vendor responses, information concerning a print job project, the information being stored in a plurality of vendor-specific instances of a print job object; and

comparing two or more vendor-specific instances of the print job object within a combined view to select one of the plurality of vendors to perform the print job project.

22.   (Previously Presented) The method of claim 21 wherein the vendor-specific instance of the print job object of the vendor to be selected is a binding contractual obligation between the customer and the selected one of the plurality of vendors.